

CV - 10 2977

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
AVROHOM SEBROW,
individually and on behalf of a class,

Plaintiff,

vs.

CREDITONE, L.L.C.

Defendant.
-----X

COMPLAINT

(SD)
FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
MATSUMOTO, J.

★ **MANN, M.** ★

JUN 29 2010 ★

LONG ISLAND OFFICE

COMPLAINT - CLASS ACTION

INTRODUCTION

1. Plaintiff brings this action to secure redress against unlawful credit and collection practices engaged by defendant Creditone, L.L.C. Plaintiff alleges violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA").

The FDCPA broadly prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or abuses any debtor; and any false, deceptive or misleading statements, in connection with the collection of a debt; it also requires debt collectors to give certain information. 15 U.S.C. §§1692d, 1692e, 1692f and 1692g.

JURISDICTION AND VENUE

2. This Court has jurisdiction under 28 U.S.C. §§ 1331, 1337 and 15 U.S.C. §1692k (FDCPA).

3. Venue and personal jurisdiction over defendant in this District is proper because defendant's collection activities impacted plaintiff here and because defendant transacts business here.

PARTIES

4. Plaintiff Avrohom Sebrow is an individual who resides in Queens, New York.

5. Defendant Creditone, L.L.C. is a Louisiana limited liability company. It maintains New York City Department of Consumer Affairs debt collection agency license Number

1306432. Its Registered Agent is the CT Corporation System, 111 Eighth Avenue, New York, New York 10011.

FACTS

6. On or about April 12, 2010, plaintiff was mailed the collection letter attached as Exhibit A. Plaintiff received the collection letter in the ordinary course of mail.
7. Exhibit A claims the creditor is Creditone, L.L.C.
8. Upon Affidavit of Chase Bank, USA, N.A., Creditone, L.L.C. is not the creditor within the meaning of 15 U.S.C. § 1692g(a)(2), as evidenced by the Affidavit of Chase Bank USA, NA, notarized on April 23, 2010 which states that DebtOne, LLC is now the owner of said account. Exhibit B.
9. Creditone, L.L.C. attempts to collect debt it claims to have purchased, despite its inability to obtain verification of the debt and the name and address of the original creditor in violation of 15 U.S.C. sections 1692e, 1692e(10) and 1692g.
10. Creditone, L.L.C. falsely purports to offer verification of disputed debt, when in fact its purchased debt pool is bereft of foundational documents such as an account application. Exhibit B.
11. Exhibit A is, on information and belief, a form letter.

VIOLATIONS ALLEGED

12. Exhibit A violates 15 U.S.C. §§1692e, 1692e(10), 1692e(12), 1692g and 1692g(a)(2) by stating that Creditone, L.L.C. is the Creditor and that Creditone, L.L.C. can verify that it is a Creditor.

CLASS ALLEGATIONS

13. Pursuant to Fed.R.Civ.P. 23(a), plaintiff brings this claim on behalf of a class.

14. The class consists of (a) all natural persons (b) who were sent a letter as Exhibit A (c) seeking to collect a debt claimed to be owed to Creditone, L.L.C. (d) on or after a date one year prior to the filing of this action and ending 20 days after the filing of this action.

15. The class is so numerous that joinder is impracticable.

16. On information and belief, there are more than 50 natural persons who were sent a letter similar to Exhibit A on or after a date one year prior to the filing of this action and ending 20 days after the filing of this action.

17. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members.

The predominant common questions are:

a. Whether Creditone, L.L.C. is the creditor.

b. Whether Creditone, L.L.C. can verify debt in accordance with 15 U.S.C. section 1692g.

c. Whether the letters violate the FDCPA.

18. Plaintiff's claims are typical of the claims of the class members. All are based on the same factual and legal theories.

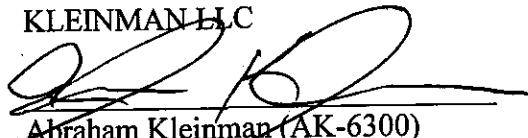
19. Plaintiff will fairly and adequately represent the interests of the class members. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.

20. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible. The nature of the wrong depends on the deception of the consumer, so it is unlikely to be detected or remedied without a class action.

WHEREFORE, plaintiff requests that the Court enter judgment in favor of plaintiff and the class and against defendant for:

- a. Statutory damages;
- b. Attorney's fees, litigation expenses and costs of suit;
- c. A declaration that defendant's conduct violated the FDCPA;
- d. Such other or further relief as the Court deems proper.

KLEINMAN LLC



Abraham Kleinman (AK-6300)

626 RXR Plaza

Uniondale, New York 11556-0626

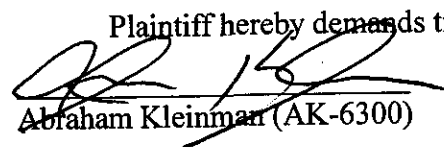
Telephone (516) 522-2621

Facsimile (888) 522-1692

E-Mail: akleinman@kleinmanllc.com

JURY DEMAND

Plaintiff hereby demands trial by jury.



Abraham Kleinman (AK-6300)

EXHIBIT A

Dept 851 6316462110045
PO Box 4115
Concord, CA 94524

CREDITONE, L.L.C.

DATE: April 12, 2010
TOTAL AMOUNT DUE: \$92179.10
FILE NO.: CH337960-EX

AVROHOM SEBROW
520 JARVIS AVE
FAR ROCKAWAY NY 11691-5426

CREDITONE, L.L.C.
PO BOX 605
METAIRIE, LA 70004-0605

*** PLEASE DETACH AND RETURN IN THE ENCLOSED ENVELOPE WITH YOUR PAYMENT. ***

RE: CHASE BANK
ORIGINAL ACCOUNT #: 4246315162071052
ACCOUNT TYPE: CHASE BANK VISA
FILE NO.: CH337960-EX

TOTAL AMOUNT DUE: \$92179.10

DEAR AVROHOM SEBROW:

THIS LETTER IS TO INFORM YOU THAT CREDITONE, L.L.C. RECENTLY PURCHASED YOUR CHASE BANK ACCOUNT. AS OF THE DATE OF THIS LETTER, THE TOTAL AMOUNT OF THE DEBT IS \$92179.10. THE TOTAL AMOUNT THAT YOU OWE MAY BE PERIODICALLY INCREASED BECAUSE OF INTEREST THAT ACCRUES AS PROVIDED FOR IN YOUR AGREEMENT WITH YOUR ORIGINAL CREDITOR.

WE WOULD LIKE TO OFFER YOU AN OPPORTUNITY TO RESOLVE YOUR ACCOUNT FOR LESS THAN THE TOTAL AMOUNT DUE BY COMPLETING ONE OF THE FOLLOWING OPTIONS.

- 1) PAY \$71384.66 TO SATISFY YOUR ACCOUNT IN FULL; OR
- 2) MAKE MONTHLY PAYMENTS OF \$3717.95 UNDER AN AGREED PLAN, AND WE WILL DELETE \$2948.28 FROM THE TOTAL AMOUNT DUE.

IF YOU CHOOSE OPTION 1 OR 2, PLEASE CONTACT OUR OFFICES BY MAY 28 2010. WE ARE NOT OBLIGATED TO RENEW THIS OFFER. YOU CAN ALSO CALL OUR OFFICE AT 800-748-8670 TO DISCUSS OTHER POSSIBLE ARRANGEMENTS, AND, UNDER FEDERAL LAW, YOU CAN DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION OF IT IN THE MANNER DESCRIBED AT THE BOTTOM OF THIS PAGE. WE VALUE YOU AS A CUSTOMER AND WOULD LIKE THE OPPORTUNITY TO DISCUSS YOUR ACCOUNT WITH YOU.

SINCERELY,

Bill Rice
MANAGER
1-800-748-8670

PLEASE REMIT ALL PAYMENTS AND CORRESPONDENCE TO CREDITONE, L.L.C., PO BOX 605, METAIRIE, LA 70004-0605.

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT, OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT THIS DEBT, OR ANY PORTION THEREOF, IS DISPUTED, WE WILL OBTAIN VERIFICATION OF THE DEBT OR A COPY OF A JUDGMENT AND MAIL YOU A COPY OF SUCH VERIFICATION OR JUDGMENT. UPON YOUR WRITTEN REQUEST WITHIN THE ABOVE-DESCRIBED 30-DAY PERIOD, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR (CREDITONE, L.L.C.). THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS LICENSE NUMBER 1306432.

NOTICE: PLEASE SEE REVERSE SIDE FOR ADDITIONAL IMPORTANT CONSUMER INFORMATION.

Exhibit B



AFFIDAVIT OF SALE

STATE OF: MARYLAND
COUNTY OF: FREDERICK

I am a Bank Officer of Chase Bank USA, N.A. and am authorized to make this affidavit on behalf of Chase Bank USA, N.A.

Ace Planning Wealth Re had a credit card account with Chase Bank USA, N.A., account number **4246315162071052**. **Avrohom Sebrow**, an individual with Social Security number **090627163** agreed to be jointly and severally liable on the account. Chase Bank USA, N.A., relied upon the credit of the individual when opening the Account.

The Account was sold and transferred to **DebtOne, LLC.**, on or about **3/20/10**. As of **01/31/10**, the amount due on the account pursuant to the terms of the cardholder agreement between Chase Bank USA, N.A. and **Avrohom Sebrow** was **\$89230.82**. The records of chase Bank USA, N.A., indicate that the last payment on the account was made on **06/19/09**.

The application for the account is lost, destroyed or otherwise no longer available. Your deponent states that to the best of deponent's knowledge, information and belief that there was no unaccredited payment, just counterclaims or offsets against the account when it was sold.

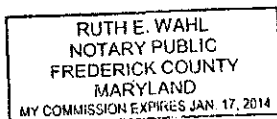
Your deponent acknowledges that in making this affidavit that **DebtOne, LLC.**, is now the owner of said account, and authorized to collect, settle, adjust, compromise and satisfy the same and that Chase Bank USA, N.A. has no further interest in said account for any purpose.

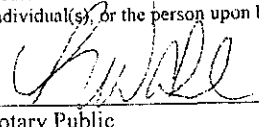
Chase Bank USA, N.A.

By: 

Scott G. Castle
Business Analyst III

On the April 23, 2010, before me appeared Scott G. Castle personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribe to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




Notary Public

CH
337966